

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,

Plaintiff,

v.

TREASURE ENTERPRISE LLC,
PATRICIA ENRIGHT GRAY and LARRY
ALLEN HOLLEY

No. 17-cv-10963
Hon. Matthew F. Leitman

Defendants,

and

KINGDOM ASSET MANAGEMENT LLC
and CARLEEN RENEE HOLLEY,

Relief Defendants.

**ORDER GRANTING MOTION OF RECEIVER TO
AUTHORIZE PAYOFF OF LAND CONTRACT FOR PROPERTY
LOCATED AT 2029 S. ELMS ROAD, SWARTZ CREEK, MICHIGAN**

This matter having come before the Court upon the *Motion of Receiver for Authority to Sell Real Estate Located at 2029 S. Elms Road, Swartz Creek, Michigan* (the “Motion”) filed by O’Keefe & Associates Consulting, LLC and Patrick O’Keefe (the “Receiver”); due and sufficient notice having been given; no objections to the relief requested in the Motion having been filed, or all such objections having been overruled; and the Court being fully advised in the premises:

THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction over this action pursuant to Section 22 of the Securities Act of 1933 [15 U.S.C. § 77a *et seq.*] and Section 27 of the Securities Exchange Act of 1934 [15 U.S.C. § 78a *et seq.*] (the “Exchange Act”).

B. Venue is proper in this Court pursuant to Section 27 of the Exchange Act.

C. The Receiver is the duly appointed receiver pursuant to this Court’s *Sealed Order Appointing Receiver* [Docket No. 10] entered on March 28, 2017 (the “Receivership Order”).

D. Due, timely and appropriate notice of the Motion and an opportunity to object or be heard with respect to the Motion and the relief requested therein has been provided to all interested persons and entities.

E. The Court has reviewed the Motion and all other pleadings of record related to the Motion.

F. The Court also has considered the arguments of counsel at the hearing on approval of the Motion.

G. The Purchase Agreement, as that term is defined in the Motion, is the result of an arm’s length negotiation, undertaken consistent with and within the scope of the Receiver’s duties under the Receivership Order.

G. Proper publication of the proposed sale of the property subject to the Purchase Agreement has occurred, consistent with the requirements of 28 U.S.C. §2002, and sale of the Property is otherwise consistent with the requirements of 28 U.S.C. §2001.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. The Motion is GRANTED in its entirety.
2. The Receiver is authorized to sell the Property commonly known as 2029 S. Elms Road, Swartz Creek, Michigan, and more fully described in the Purchase Agreement attached as **Exhibit A** to the Motion (the “Property”), free and clear of all liens, claims and encumbrances, pursuant and subject to the terms of the Purchase Agreement.
3. The Receiver is authorized to enter into the Purchase Agreement.
4. In connection with the closing under the Purchase Agreement, the Receiver is authorized to execute any and all documents reasonably required to consummate the sale of the Property, and to take all steps reasonable and necessary related thereto, including but not limited to the payment of subject to usual and customary pro-rations and all ordinary and necessary closing costs and commission to Signature Associates.
5. All liens against the Property shall be transferred to the proceeds of sale, and shall not be disbursed, pending further order of this Court (provided,

however, that unpaid taxes and water bills which constitute a lien against the Property, may be paid at the time of closing).

IT IS SO ORDERED.

s/Matthew F. Leitman

MATTHEW F. LEITMAN

UNITED STATES DISTRICT JUDGE

Dated: January 28, 2022

I hereby certify that a copy of the foregoing document was served upon the parties and/or counsel of record on January 28, 2022, by electronic means and/or ordinary mail.

s/Holly A. Ryan

Case Manager

(313) 234-5126